

Between:

\_\_\_\_\_ (The OWNER)

and:

**Oceania Property Solutions Ltd** (The AGENT)

### CABIN SCHEDULE:

#### Cabin Investor / Owner details:

Name: .....

Address for Service: .....

Business Phone: ..... A/H Phone: ..... Mobile: .....

Email: .....

#### Bank Details:

Account Number:

Bank/Branch: .....

Account Name: .....

Payments will be made: Monthly on the 1<sup>st</sup> of each month.

#### Emergency Contact:

Contact Name: .....

Business Phone: ..... A/H Phone: ..... Mobile: .....

Email: .....

#### GPS Tracker:

I choose to include a GPS Tracker in my cabin at an additional cost of \$11/week

YES ☐ NO ☐

#### Additional Inspection:

I choose to have my cabin inspected 6-monthly rather than annually at an addition cost of \$50

YES ☐ NO ☐

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**Cabin Details:****To be Completed by OPS Admin**

Cabin Reference# .....

Chattels: Fixed Floor coverings, light fittings, curtains, Fire Alarm, caravan lead &amp; adaptor plug

Pets permitted in the Cabin: YES ☐ NO ☐ (default is YES if not selected)

Rent per week: \$100 to be paid in advance by Tenant

Bond Amount Held: \$400

Cabin Transport charge: .....

**TERMS AND CONDITIONS**

The Owner hereby appoints the AGENT on the terms and conditions herein set forth to manage the OWNER's Cabin described in the Cabin Schedule hereto.

1. When performing its duties under this authority Oceania Property Solutions Ltd shall be acting solely as the AGENT of the OWNER(S).
2. To manage new and existing tenants and tenancies.
3. To advertise for tenants, as and when necessary and to sign tenancy agreements on the OWNERS behalf.
4. To collect bonds equivalent to four weeks rent and to keep the bond in a holding account and to refund to the tenant at the end of the tenancy any part of the bond that in the Agents judgement is fair and reasonable.
5. To collect rents and pay them out as specified in the Cabin Schedule above.
6. To exercise the OWNER(S) right to terminate tenancies and serve notices upon the tenants, take such action against the tenants and do all such things necessary to commence AND obtain an order for possession or an order to terminate the Tenancy.
7. To obtain a credit check on any prospective tenant and the OWNER(S) agree to pay the fee for this service.
8. To carry out an inspection annually free of charge and an additional (charged) 6-monthly inspection if requested by the OWNER in the Cabin Schedule.
9. I/We as OWNER(S) acknowledge that I/We indemnify the AGENT against all actions/claims/costs and expenses whatsoever, which may be taken or made against the AGENT in the course of and arising out of the proper performance of the AGENTS duties as the cabin manager or the exercise of any powers, duties or authorities contained in this management authority.
10. To take all reasonable steps to compel payment of outstanding rent and to enforce other terms and conditions of the Tenancy Agreement.
11. To resolve any dispute with the tenant by negotiation or by attending mediation.
12. To appoint, at your discretion, a debt collection agency to pursue any outstanding, unsatisfied money orders from tenants. I/We authorise you to pay all associated fees on my/our behalf.
13. To deduct from rents collected, all authorised Cabin expenditure and disbursements made on behalf of the OWNER(S) as per attached schedule. All charges are subject to variation at one month's notice.
14. To review the rent regularly to ensure it is in keeping with the standard keeps as per standard Oceania Property Solutions rate.
15. Subject to the provisions of this clause this authority shall be for an initial fixed term of twelve months from the date of the commencement of this authority and during this period the OWNER(S) shall not be able to terminate the agreement early by the giving of notice. Thereafter, either party shall be able to terminate this agreement on one months notice in writing and shall be sufficiently served by being delivered or posted to the current address for the OWNER(S) referred to in this authority and in respect of the AGENT, to the AGENT's current address. If a dispute between the OWNER and the AGENT shall arise, affecting or concerning the safety of the tenant or the tenancy premises, and such dispute cannot be resolved to the satisfaction of the AGENT then the AGENT at the AGENT's sole discretion shall have the right to terminate this management agreement forthwith by the AGENT giving written notice in terms of this paragraph to the OWNER(S).
16. The AGENT agrees to ensure that on starting a new Tenancy the Tenant will pay for the Cabin transport costs to site.
17. The OWNER agrees to pay the cost of the return of the cabin to the depot on termination or completion of any tenancy.
18. To effect repairs to the cabin as and when these become necessary with the following provisos;

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- Repairs of any kind may be undertaken up to the value of \$300
- In an emergency situation or to protect the cabin or to protect the health and safety of the tenant
- Repairs exceeding the above sum shall require the OWNER's approval.

19. The OWNER hereby agrees that the AGENT has the right to assign this agreement to a third party without limiting the OWNER's rights to terminate this agreement subject to those provisions contained in Clause 15.

20. The Cabin Schedule and its contents form part of this agreement.

21. The AGENT is to render to the OWNER(S) a statement of monies collected, charges deducted and accounts paid, and to remit to the OWNER(S) all receipts less disbursements on a monthly basis on the 1<sup>st</sup> of each month.

22. If at any time the disbursements are in excess of the rents collected the OWNER(S) hereby agree to pay such excess promptly upon demand of the AGENT. The AGENT may, if in its opinion it is necessary, retain in its Account sufficient funds to meet outstanding or pending accounts for properly authorised expenditure or disbursements. The AGENT will advise the OWNER(S) of the amounts retained and the reason for the retention.

23. The AGENT shall use their best endeavours to ensure continuity of rental and maintenance of the Cabin, but shall not be personally liable for any default in payment of rent or any damage to the Cabin, vacant or occupied, by any tenant or otherwise, whether or not a tenancy has been arranged by the AGENT.

24. The OWNER(S) gives approval for the AGENT to arrange cleaning of the Cabin between tenancies of up to 1 hour as required.

25. The AGENT shall not be responsible for any injury to persons and or damage to the Cabin arising out of the condition of, or any hazard in or about the Cabin.

26. The AGENT shall be entitled to review its fees for services by giving one months' notice in writing.

27. The AGENT may place any money held on the OWNER(S) behalf into an interest-bearing account and the AGENT shall be entitled to retain interest accrued thereon.

28. In consideration of the AGENT performing the above duties I/We agree that you shall be entitled to be paid for your services as per the attached schedule.

#### **FEES:**

In consideration of you performing the above duties I/We agree that you shall be entitled to be paid for your services as follows:

- Management fee on all rents collected \$10 per week, which includes arranging and or supervising repairs, maintenance and renovations
- On major repairs or renovations and or supervision thereof a fee agreed upon by both parties before the services are carried out.
- On attending mediations or hearings and all related matters a fee of \$50.00 per hour may apply.
- For any extra inspection of the Cabin requested by the OWNER as per the Cabin Schedule, \$50.00.
- Admin fee of \$2.75 per month
- Paper billing (if no e-mail address supplied) \$5 per month
- Contact with overseas OWNER(S) will be via e-mail. All other cost of communications to overseas owners other than the monthly statements may be charged.

Organizing of the first tenancy including all advertising, credit checks and lettings fees are covered entirely by the AGENT when a Cabin is purchased by the OWNER(S) through Oceania Property Solutions Ltd. For all/any subsequent tenancies after the first tenancy ends:

- Advertising costs up to \$100
- A Credit checking charge may apply for new tenancies of \$25.00 (\$40.00 for a joint application). Cabin OWNER's approval will be sought prior.
- A letting fee equivalent to one week's rent is payable by the OWNER for completing a letting of the Cabin.

Signed: .....

Date: .....

(The OWNER)

Signed: .....

Date: .....

(The AGENT)

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